

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565201

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIFTH THIRD BANK, NATIONAL ASSOCIATION		03/02/2020	National Banking Association:
RECEIVING PARTY DATA			
Name:	COSMETIC LABORATORIES OF AMERICA, LLC		
Street Address:	20245 SUNBURST STREET		
City:	CHATSWORTH		
State/Country:	CALIFORNIA		
Postal Code:	91311		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1144631	APHOGEE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(312) 551-8300		
Email:	ipdocket@pfs-law.com		
Correspondent Name:	PATZIK, FRANK & SAMOTNY LTD.		
Address Line 1:	200 S. WACKER DRIVE, SUITE 2700		
Address Line 4:	CHICAGO, ILLINOIS 60606		
NAME OF SUBMITTER:	JORDAN HERZOG		
SIGNATURE:	/JORDAN HERZOG/		
DATE SIGNED:	03/04/2020		
Total Attachments: 6			
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OP \$40.00 1144631

RELEASE OF SECURITY INTERESTS IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the "Release"), dated as of March 2, 2020, is made by FIFTH THIRD BANK, NATIONAL ASSOCIATION, as successor in interest to all rights and obligations of MB FINANCIAL BANK, N.A., a national banking association, as Agent, a national banking association having a place of business at 6111 North River Road, Rosemont, Illinois 60018, ("Agent") in favor of Cosmetic Laboratories of America, LLC, a Delaware limited liability company ("Grantor") having a place of business at 20245 Sunburst Street, Chatsworth, CA 91311. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement or the Intellectual Property Security Agreement (as those terms are defined below).

WHEREAS, Grantor and Agent are parties to a Loan and Security Agreement dated as of December 30, 2011 (either as amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Loan Agreement");

WHEREAS, Grantor and Agent are parties to a Patent, Trademark and License Agreement dated as of December 30, 2011 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement"), recorded with (i) the Trademark Division of the United States Patent and Trademark Office ("USPTO") beginning at Trademark Reel 027591, Frame 0451 and (ii) the Patent Division of the USPTO beginning at Patent Reel 027591, Frame 0451;

WHEREAS, pursuant to the Security Agreement, the Grantor pledged to Agent, for the benefit of the Secured Parties, a security interest (referred to in this Release as the "Security Interest") in the Grantor's right, title and interest in, to and under certain intellectual property of Grantor, including those Patents and Trademarks referred to on Schedules A, B and C hereto (collectively, the "Intellectual Property Collateral").

WHEREAS, Agent has agreed to terminate and release all of its right, title and interest in or to the Intellectual Property Collateral, including the Security Interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Release of Lien. Agent, for itself and on behalf of the Secured Parties, hereby irrevocably terminates, extinguishes, cancels, releases and discharges any and all right, title and interest, including the Security Interest, in and to the Intellectual Property Collateral arising in connection with the Loan Agreement and Security Agreement and assigns, discharges, quit claims and relinquishes unto Grantor any and all right, title and interest it has in and to the Intellectual Property Collateral.

2. Further Assurances. Agent shall take all further actions, and provide to the Grantor and their successors, assigns or other legal representatives, such cooperation and assistance (including, without limitation, the execution and delivery of any documents or other instruments), reasonably requested by the Grantor, and at Grantor's cost and expense, to more fully and effectively effectuate the release of liens contemplated hereby.

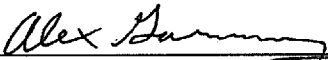
3. Governing Law. This Release shall be construed in accordance with and governed by the laws of the state of Illinois without regard to principles of conflicts of laws requiring application of the law of any other jurisdiction.

4. Recordation. Agent authorizes and requests the Commissioner of the USPTO and any other applicable governmental authority to record this Release.

[Signature page follows]

IN WITNESS WHEREOF, Administrative Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first above written.

FIFTH THIRD BANK, N.A., AS AGENT

By: 
Name: Alex Garvey
Title: Assistant Vice President

[Signature Page to Release of Security Interest in Intellectual Property]

TRADEMARK
REEL: 006881 FRAME: 0983

SCHEDULE A

PATENTS

Leydig Ref:	Title	Country	Application No.	Filing Date	Patent No.	Issue Date
704673/US	Cosmetic Product	US	29/339,357	June 29, 2009	D612,537	March 23, 2010
704678/US	Cosmetic Product	US	29/339,365	June 29, 2009	D612,099	March 16, 2010
704674/US	Cosmetic Product	US	29/339,360	June 29, 2009	D612,096	March 16, 2010
704993/US	Cosmetic Product	US	29/341,091	July 30, 2009	D612,987	March 30, 2010
704675/US	Cosmetic Product	US	29/339,361	June 29, 2009	D612,097	March 16, 2010
704676/US	Cosmetic Product	US	29/339,363	June 29, 2009	D612,098	March 16, 2010
704679/US	Cosmetic Product	US	29/339,366	June 29, 2009	D612,100	March 16, 2010
704992/US	Cosmetic Product	US	29/341,089	July 30, 2009	D612,986	March 30, 2010
704680/US	Cosmetic Product	US	29/339,367	June 29, 2009	D612,101	March 16, 2010
704681/US	Cosmetic Product	US	29/339,369	June 29, 2009	D612,984	March 30, 2010
704682/US	Cosmetic Product	US	29/339,373	June 29, 2009	D612,538	March 23, 2010
704995/US	Cosmetic Product	US	29/341,099	July 30, 2009	D612,989	March 30, 2010
704991/US	Cosmetic Product	US	29/341,088	July 30, 2009	D612,985	March 30, 2010
704994/US	Cosmetic Product	US	29/341,097	July 30, 2009	D612,988	March 30, 2010
705163/US	Cosmetic Product	US	29/342,314	August 21, 2009	D612,539	March 23, 2010
209188/US	Pigmented Cosmetic Composition and Methods Related Thereto	US	60/270,047	February 20, 2001	Expired	
214967/US	Pigmented Cosmetic Composition and Methods Related Thereto CLA	US	10/047,817	January 15, 2002	7,455,847	November 25, 2008

Patent Applications

TITLE	COUNTRY	APPLICATION NO.
Cosmetic Product in a Container	Canada	133,528
Cosmetic Product in a Container	Canada	141,656
Cosmetic Product in a Container	Canada	141,654

Cosmetic Product in a Container	Canada	141,655
Cosmetic Product in a Container	Canada	133,532
Cosmetic Product in a Container	Canada	141,668
Cosmetic Product in a Container	Canada	141,664
Cosmetic Product in a Container	Canada	141,663
Cosmetic Product in a Container	Canada	133,530
Cosmetic Product in a Container	Canada	141,665
Cosmetic Product in a Container	Canada	141,658
Cosmetic Product in a Container	Canada	141,666
Cosmetic Product in a Container	Canada	133,529
Cosmetic Product in a Container	Canada	141,659
Cosmetic Product in a Container	Canada	141,660
Cosmetic Product in a Container	Canada	141,661
Cosmetic Product in a Container	Canada	133,524
Cosmetic Product in a Container	Canada	141,662
Cosmetic Product in a Container	Canada	133,531
Cosmetic Product in a Container	Canada	137,451
Cosmetic Product in a Container	Canada	137,452
Cosmetic Product in a Container	Canada	137,453
Cosmetic Product in a Container	Canada	137,454
Cosmetic Product in a Container	Canada	137,455
Cosmetic Product in a Container	Canada	133,525
Cosmetic Product in a Container	Canada	133,527
Cosmetic Product in a Container	Canada	141,667
Cosmetic Product in a Container	Canada	141,657

SCHEDULE B

TRADEMARKS, TRADEMARK REGISTRATIONS AND APPLICATIONS, SERVICE MARKS, SERVICE MARK REGISTRATIONS AND APPLICATIONS AND TRADENAMES

Registered Trademarks

<u>TRADEMARK/SERVICE MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION/APPLICATION NO.</u>
ApHOGEE	US	1,144,631
ApHOGEE	Canada	TMA444,261
ApHOGEE <u>Serious Care & Protection</u>	Canada	TMA790,094
ApHOGEE	Colombia	332,535
ApHOGEE	Ireland	148,238
ApHOGEE	Mexico	530,543
ApHOGEE	Nigeria	58,004
ApHOGEE	United Kingdom	1,506,467
ApHOGEE	Venezuela	2006-027469

Tradenames

<u>GRANTOR</u>	<u>TRADE NAMES/COMMON LAW MARKS</u>
Cosmetic Laboratories of America, LLC	Cosmetic Laboratories of America; CLA